

A.G. Contract No. KR89-0478-TRD  
ECS File: JPA -89-30  
Project: East Material Lab  
City Contract No. 54211-1

54211-001  
AMENDMENT #0/  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AMENDMENT is entered into 4 NOVEMBER, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION  
(the "State") and the CITY OF PHOENIX, acting by and through its CITY COUNCIL (the "City").

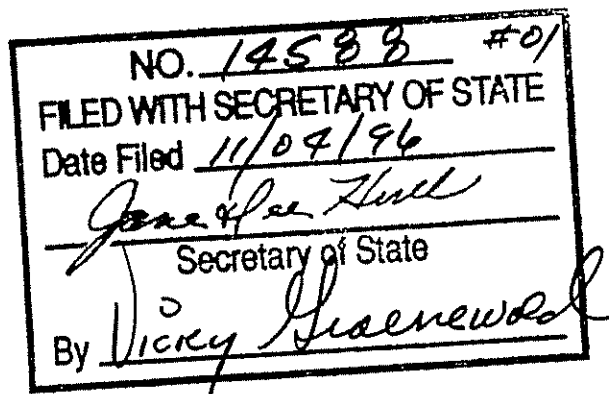
1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into  
this amendment and has by resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated to the undersigned the authority  
to execute this amendment on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-472 and City  
Charter Chapter 2 Section 2 enter into this amendment and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this amendment on behalf of the City.

3. The State and the City entered into an Intergovernmental Agreement on March 8,  
1990, under Secretary of State filing No. 14588, (the "Agreement") which provided for the  
construction by the City of a new materials testing laboratory for the Arizona Department of  
Transportation and the exchange of real property between the State and the City upon  
completion of construction.

4. The State and the City desire to amend the agreement to address additional issues  
not included in the Agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as  
follows:



1. The following paragraph is added to the City's obligations under Article II. Scope of Work on page 2 of the Agreement.

e. Relocate the water meter and vault along with any electrical facilities necessary to serve the pump house located between eastbound Interstate 10 and the exit ramp from eastbound Interstate 10 to northbound Interstate 17, subject to State review and approval of the relocation plans and schedule and provision by the State to the City of written authorization, not to be unreasonably withheld, to enter upon State property to reconnect waterlines and perform any other work required for such relocation.

2. The following paragraph is added to the State's obligations under Article II. Scope of Work on page 3 of the Agreement.


g. The State agrees to indemnify, defend and hold the City harmless with respect to any and all causes of action, liabilities or obligations and to remediate the environmental contamination (if any), which is described in SCS ENGINEERS' report dated March 28, 1994, in Section thereof at pages 16 and 17, which is found to have resulted from the State's uses of the State's land and any improvement located thereon.

3. Exhibit A and Exhibit B attached to the Agreement are hereby deleted and the Exhibit A and Exhibit B attached hereto are incorporated herein and hereby replaced.

4. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement day and year first above written.

CITY OF PHOENIX, a municipal  
Corporation  
FRANK FAIRBANKS, City Manager

By   
\_\_\_\_\_  
ASSISTANT DIRECTOR  
COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

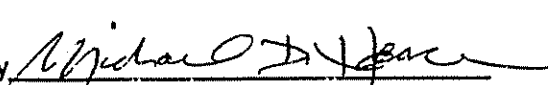
STATE OF ARIZONA  
Department of Transportation

By   
\_\_\_\_\_  
PETER L. ENO  
Contract Administrator

ATTEST:

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
DEPUTY CITY CLERK

By   
\_\_\_\_\_  
ACTING City Attorney

89-30.doc  
6feb96

CITY CLERK DEPT  
1996 SEP 30 AM 8:47

AMENDMENT

JPA 89-30

RESOLUTION

BE IT RESOLVED on this 1st day of August 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to amend an agreement with the City of Phoenix for the purpose of addressing additional issues not included in the original agreement.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



---

LARRY S. BONINE, Director  
Arizona Department of  
Transportation

ORDINANCE NO. S 18828

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE MUTUAL EXCHANGE OF REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CITY-OWNED REAL PROPERTY PURSUANT TO SUCH AGREEMENT; AUTHORIZING THE CONSTRUCTION OF A REPLACEMENT MATERIALS TESTING LABORATORY FACILITY FOR ADOT PURSUANT TO SUCH AGREEMENT; AUTHORIZING DISBURSEMENT OF FUNDS THEREFOR.

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager or his designee be, and they are hereby, authorized to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) containing the following terms and conditions:

(a) The City will trade approximately 16,115 square feet of City-owned real property ("City Parcel"), described in Exhibit A attached hereto, for approximately 20,847 square feet of real property owned by ADOT ("State Parcel") described in Exhibit B attached hereto. The City Parcel shall be conveyed subject to Phoenix Sky Harbor Center Covenants, Conditions and Restrictions, Phoenix Sky Harbor Center Design Standards Manual and Sky Harbor Center Hazardous Materials Handling Guidelines.

(b) Prior to the exchange of property, City will construct upon the City Parcel a 2,900 sq. ft. materials testing laboratory ("the Facility") in accordance with specifications approved by ADOT. The building, landscaping and signage shall conform to Sky Harbor Center Design Guidelines.

(c) All bids received for the construction of the Facility shall be reviewed by ADOT. ADOT shall provide written confirmation to City of its agreement with the construction budget and the bid selected by City prior to acceptance of the bid. ADOT shall further agree to pay any construction costs incurred in excess of the construction budget.

(d) Such other terms and conditions as may be deemed necessary.

SECTION 2. That the City Manager or his designee be, and they are hereby, authorized to execute all documents necessary to implement the provisions of this ordinance.

SECTION 3. That the City Controller be, and he is hereby, authorized to disburse all necessary funds required by the IGA and any other documents executed pursuant to this ordinance.

PASSED by the Council of the City of Phoenix this  
04 day of October, 1989.



VICE MAYOR

ATTEST:



ACTING  
City Clerk

APPROVED AS TO FORM.



ACTING  
City Attorney

REVIEWED BY:



ASSISTANT  
City Manager

Ref.

**EXHIBIT A**  
**CITY PARCEL**

That part of Lot 4, PHOENIX SKY HARBOR CENTER PHASE I, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 341 of Maps at page 37, which is a replat of a portion of HOLLYWOOD HEIGHTS, recorded in Book 6, page 18, Maricopa County records, described as follows:

BEGINNING at the Southwest corner of said Lot 4;  
thence North 00 degrees 01 minutes 19 seconds East, along the West line of said Lot 4, a distance of 303.10 feet to the Northwest corner thereof;  
thence South 89 degrees 56 minutes 47 seconds East, along the North line of said Lot 4, a distance of 62.31 feet to the most Northeast corner thereof;  
thence South 00 degrees 39 minutes 54 seconds West, along the East line of said Lot 4, a distance of 37.73 feet to a corner thereof;  
thence continue South 00 degrees 39 minutes 54 seconds west, along the west line of a freeway access and utility easement, a distance of 265.61 feet to the South line of said Lot 4;  
thence North 89 degrees 43 minutes 43 seconds West, along said South line, a distance of 59.44 feet to the POINT OF BEGINNING.

**EXHIBIT B**  
**STATE PARCEL**

That part of Tract "C", SUBDIVISION OF LOT 1 OF AGNER SUBDIVISION, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 9 of Maps at page 6, lying Westerly of the line described as follows:

Commencing at the center of Section 15, Township 1 North Range 3 East, Gila and Salt River Meridian,

thence North 0 degrees 29 minutes 22 seconds East, along the North-South midsection line of said Section 15, a distance of 659.80 feet to the centerline of Mohave Street;

thence South 89 degrees 49 minutes 06 seconds East, along said center line, a distance of 220.73 feet;

thence South 33 degrees 00 minutes 50 seconds East a distance of 37.52 feet to a point in the Southerly right of way line of said Mohave Street and the POINT OF BEGINNING of the line described herein;

thence South 03 degrees 15 minutes 05 seconds West a distance of 715.19 feet;

thence South 22 degrees 03 minutes 03 seconds West a distance of 147.11 feet to the point of curvature of a circular curve concave Northwesterly, having a radius of 676.94 feet;

thence Southwesterly, along the arc of said curve through a central angle of 12 degrees 33 minutes 16 seconds, a distance of 148.33 feet to a point in the West line of said Tract "C" and the terminus of the line described herein.

The parcel of land herein conveyed shall have no right or easement of access to the limited access highway abutting and easterly of said parcel.

AMENDMENT

JPA 89-30

RESOLUTION

BE IT RESOLVED on this 1st day of August 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to amend an agreement with the City of Phoenix for the purpose of addressing additional issues not included in the original agreement.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



---

LARRY S. BONINE, Director  
Arizona Department of  
Transportation



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER: 542-4085

GRANT WOODS  
ATTORNEY GENERAL

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR89-0478-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of October, 1996.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
[1712]

**STATE**  
**SPECIAL WARRANTY DEED**

For the consideration of Ten Dollars and other valuable considerations, the State of Arizona ("Grantor") does hereby convey to the City of Phoenix, a municipal corporation ("Grantee"), the real property ("Subject Property") situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto, which is legally described in Exhibit B, attached hereto and incorporated herein.

**SUBJECT TO:**

1. Restrictions contained in the Sky harbor Center Redevelopment Area Plan approved by the Council of the City of Phoenix, by Resolution No. 16569 on April 24, on file in the office of the City Clerk of the City of Phoenix.

2. All easements, rights of way, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

BY ACCEPTANCE OF THIS DEED, as evidenced by recordation hereof, the Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them that:

A. Grantee shall not illegally or unconstitutionally discriminate against any person or group of persons because of race, color, religion, gender, national origin, age or disability in the sale, lease, sublease, use, occupancy, tenure or enjoyment of the Subject Property herein conveyed; and further

B. The Subject Property shall be devoted only to those uses permitted by the Sky Harbor Center Redevelopment Area Plan.

The foregoing covenants shall run with the land and the Grantor shall be deemed beneficiary of such covenants and as such beneficiary, the Grantor, in the event of any breach of any such covenant, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Dated this 15 day of October 1996

STATE OF ARIZONA  
Department of Transportation

By S.E. Hansen  
Chief Right of Way Agent

### NOTARY CERTIFICATION

STATE OF ARIZONA       )  
                                  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1996

by S.E. Hansen, the \_\_\_\_\_ Chief Right of Way Agent of the Arizona Department of Transportation, who acknowledged that he executed this instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

My commission expires:



Nov. 17, 1996

Suzanne G. Corrales  
Notary Public

54211-SWD

CITY

**SPECIAL WARRANTY DEED**

For the consideration of Ten Dollars and other valuable considerations, the City of Phoenix, a municipal corporation ("Grantor") does hereby convey to the State of Arizona ("Grantee"), the real property ("Subject Property") situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto, which is legally described in Exhibit A, attached hereto and incorporated herein.

**SUBJECT TO:**

1. Restrictions contained in the Sky harbor Center Redevelopment Area Plan approved by the Council of the City of Phoenix, by Resolution No. 16569 on April 24, 1985, the Phoenix Sky Harbor Center Design Standards Manual and the Hazardous Materials Handling Guidelines contained in the Phoenix Sky Harbor Hazardous Materials Program, all on file in the office of the City Clerk of the City of Phoenix.

2. All easements, rights of way, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

BY ACCEPTANCE OF THIS DEED, as evidenced by recordation hereof, the Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them that:

A. Grantee shall not illegally or unconstitutionally discriminate against any person or group of persons because of race, color, religion, gender, national origin, age or disability in the sale, lease, sublease, use, occupancy, tenure or enjoyment of the Subject Property herein conveyed; and further

B. The Subject Property shall be devoted only to those uses permitted by the Sky Harbor Center Redevelopment Area Plan.

The foregoing covenants shall run with the land and the Grantor shall be deemed beneficiary of such covenants and as such beneficiary, the Grantor, in the event of any breach of any such covenant, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Dated this 30<sup>th</sup> day of September 1996

CITY OF PHOENIX, a municipal  
corporation  
FRANK FAIRBANKS, City Manager

By

[Signature]  
ASSISTANT DIRECTOR  
COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

ATTEST:

By [Signature]  
City Clerk  
DEPUTY

APPROVED AS TO FORM:

By [Signature]  
ACTING City Attorney 940

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

1996 SEP 30 AM 8:48  
CITY CLERK DEPT.

The foregoing instrument was acknowledged before me this  
25<sup>th</sup> day of September, 1996, by David A. Schreiner the  
Assistant Community and Economic  
Development Director of the City of Phoenix, an Arizona municipal  
corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

My Commission Expires June 12, 2000

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement amendment, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this amendment to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 17th day of September, 1996.

Michael D. Hester

ACTING City Attorney